

LEASE AGREEMENT

THIS LEASE is made this ____ day of _____, 20__, by and between Sinclair Properties, LLC, a Virginia limited liability company (herein called "Landlord"), and Bristlecone Broadcasting LLC, a Delaware limited liability company (herein called "Tenant").

The Landlord hereby leases unto the Tenant the first floor, saving and excepting that certain portion of the first floor leased to RKM Media, Inc. ("RKM") pursuant to that certain lease between Landlord and RKM dated July 1, 1996 (the "RKM Space"), of that certain real property known as 1000 James Street, Syracuse, NY (the entire building being known as the "Property"), as further described on attached Exhibit "A" consisting of 11,000 square feet more or less. The aforesaid first floor (saving and excepting the RKM Space") of the commercial property subject to this Lease is hereinafter called the "Demised Premises" or "Premises" for an initial term of ten (10) years beginning on the _____ day of _____, 20__, and ending on the _____ day of _____, 20__, at rent equal to [REDACTED] per annum, payable in equal and successive monthly payments of [REDACTED] per month on the first (1st) day of each and every month in advance.

Said rent shall be paid to the Landlord at such place as the Landlord may from time to time designate in writing.

The term of this Lease shall be renewed for two additional and consecutive terms of five (5) years each, upon written notice by Tenant as set forth in this paragraph. If Tenant gives written notice of renewal to Landlord not less than ninety (90) days prior to the expiration of the initial term of this Lease (or of the first additional five-year term, as the case may be) to the effect that Tenant wishes to extend the terms of this Lease for any additional period, then this Lease shall be automatically renewed for such additional period. In the event Tenant, for whatever reason, fails to give such written notice of renewal not less than ninety (90) days prior to the end of the initial term of this Lease (or not less than ninety (90) days prior to the end of the first additional five-year term, as the case may be), the term of this Lease shall be automatically cancelled at the end of the existing term.

THE TENANT AGREES WITH THE LANDLORD, as follows:

1. Rent. To pay rent when due.

1.1. Security. In order to secure the Tenant's performance hereunder, a security deposit of [REDACTED] shall be required of Tenant. Said security deposit is to be paid, along with the first month's rent. Providing that the Demised Premises is left in good condition and repair, reasonable wear and tear excepted, and no other obligations are owed by the Tenant to the Landlord, said security deposit shall be returned to the Tenant within thirty (30) days after the expiration of the tenancy; otherwise, said security deposit shall be applied against any unpaid obligations of the Tenant to the Landlord or any repairs to said Demised Premises necessitated by the Tenant's failure to surrender the Premises in good condition and repair as provided for herein. Any application of the security deposit or any portion thereof by the Landlord shall not be considered liquidated damages, nor shall it in any way relieve the Tenant from the responsibility to pay any additional sums to the Landlord for any other obligations

owed or for the repair of the Demised Premises occasioned by the failure to surrender the Premises in good condition and repair.

1.2. **Adjustment in Rent.** The rent stated herein shall be increased beginning with the second (2nd) year of the Lease term and each and every year thereafter in order to reflect a [REDACTED] annual increase

2. **Use.** To use and occupy the Demised Premises solely for the following purposes: television station, offices, studios and related facilities as permitted by applicable zoning. Further, the Tenant agrees not to load the Demised Premises beyond its carrying capacity, and it agrees not to use said Premises, whole or in part, for any other purpose without the written consent of the Landlord.

3. **Occupancy.** Tenant further agrees to occupy the Demised Premises and conduct business therein continuously during the term or any renewal thereof. If the Tenant shall fail to take possession of the Demised Premises within thirty (30) days after the commencement of the term of this Lease or, if at any time during the term of this Lease or any renewal thereof, the Tenant shall vacate, abandon, or cease to use or occupy said Demised Premises, Landlord, in addition to any other right or rights granted to it under this Lease or by law, may reenter the Demised Premises and remove the Tenant or its legal representatives or other occupant by summary proceeding or otherwise; and in such event, Tenant waives the service of notice of intention to reenter or to institute legal proceedings to that end. In such event, Landlord may without notice or demand enter the Demised Premises, breaking open locked doors, if necessary, to obtain entrance, without liability to action for prosecution or damages for such entry or the manner thereof.

4. **Water Rent.** To pay all water rent and sewerage charges chargeable to the said Premises.

5. **Federal, State, and Local Laws, Etc.** To observe, comply with, and execute at its, the Tenant's, expense all laws and valid and lawful rules, requirements, and regulations of the United States, State of New York, and of the City or County in which the Demised Premises are situate, and of any and all governmental authorities or agencies and of any board of fire underwriters or other similar organization respecting the Demised Premises and the manner in which said Premises are or should be used by it. Notwithstanding the foregoing, Tenant shall have no obligation to provide any renovations or repairs to the Premised or Property that are the responsibility of Landlord hereunder.

6. **Assignment and Sublease.** That the written consent of the Landlord, such consent not to be unreasonably withheld, shall be required to each assignment or sublease of the Demised Premises, or any part thereof, whether such assignment or sublease be made by it or by anyone claiming by, through, or under it.

7. **Alterations and Improvements.** Tenant shall not make any additions, alterations, or improvements in or to the Demised Premises without Landlord's written consent, which consent shall not be unreasonable withheld, conditioned or delayed. All additions, alterations, and improvements made in or to the Demised Premises by either Landlord or Tenant shall

become the property of the Landlord and shall be surrendered with the Premises at the termination of this Lease. Tenant shall have the right to remove or replace its movable trade fixtures; provided, however, Tenant repairs any damages caused by such removal. The failure of Tenant to remove trade fixtures or any of its property at the termination of the term of this Lease shall be deemed abandonment of such property at the option of the Landlord.

8. Landlord's Obligation to Repair and Replace/Tenant's Right on Landlord's Default. The Landlord shall, at its own expense, make all necessary repairs and replacements to the Property and the Demised Premises and to the roof, pipes, heating system, plumbing system, window glass, fixtures, and all other appliances and their appurtenances, all equipment used in connection with the leased property, and the sidewalks, curbs, and vaults adjoining or appurtenant to the leased property, except to the extent such repairs and replacements are required due to the gross negligence or willful misconduct of Tenant. Tenant shall be responsible for the maintenance of the heating and air conditions systems located in the Premises. Notwithstanding the foregoing, Landlord shall have no responsibility for the repair or replacement of any of Tenant's assets or equipment located at the Property. Such repairs and replacements, interior and exterior, ordinary as well as extraordinary, and structural as well as nonstructural, shall be made promptly, as and when necessary. All repairs and replacements shall be in quality and class at least equal to the original work. On default of the Landlord in making such repairs or replacements, the Tenant may, but shall not be required to, make such repairs and replacements for the Landlord's account, and the expense thereof shall be offset against rent or shall be paid promptly by Landlord to Tenant.

9. Utilities. The Tenant shall, upon occupancy, procure and pay for all air conditioning, gas, light, power, heat, and hot water used by the Tenant upon said Premises as the same shall become due and payable, and the Tenant agrees that the Landlord shall not be required to furnish any janitor service.

10. Taxes/Special Assessments. The Tenant shall pay to the Landlord, as additional rent, the pro rata portion of all taxes payable to the State of New York and to the City or County in which the Property are situate, of whatever character or description, levied upon, or assessed against the Demised Premises occupied by the Tenant for any tax year during which this Lease shall be in effect, in whole or in part. Said taxes shall include, but not by way of limitation, all paving taxes, special paving taxes, and any and all benefits of assessments which may be levied on the Premises hereby leased, but shall not include United States income tax or any state or other income tax upon the income or rent payable hereunder or otherwise paid to Landlord with respect to the Property. Landlord shall provide at least thirty (30) days prior written notice to Tenant of the amount of any taxes due hereunder. The Tenant shall pay any sum due hereunder to the Landlord prior to the first (1st) day of September of the tax year in which any such taxes, charges, benefits, or assessments shall become due. If the Tenant shall fail to pay any sum due hereunder on or before the first (1st) day of September, as hereinabove provided, together with all accrued interest and penalties thereon, in that event, the Landlord shall be entitled to distrain for said sum, together with such interest and penalties, and the Tenant agrees with the Landlord to pay to the Landlord that sum, including interest and penalties as above set forth, in addition to said rental, in the manner and at the times above set forth, free and clear of all deductions whatsoever. Landlord shall be solely responsible for the pro rata share of any and all taxes payable attributable to the portion of the Property not occupied by the Tenant.

11. Environmental Matters. Landlord hereby represents to Tenant that to the knowledge of the Landlord, (a) Landlord has not received any request for information, order, complaint or penalty, and, to Landlord's knowledge, no action has been brought by any governmental authority alleging a material violation of, or liability under, any Environmental Laws with respect to the Premises; and (b) Landlord is in compliance with Environmental Laws in all material respects. For purposes of this Section 11, the term "Environmental Laws" shall mean any law whether local, state, or federal relating to: (a) releases or threatened releases of hazardous or toxic wastes, chemicals, substances, constituents, pollutants or related material, whether solids, liquids, or gases, defined or regulated under § 101(14) of CERCLA; the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 et seq.; the Toxic Substances Control Act, 15 U.S.C. §§ 2601 et seq.; the Safe Drinking Water Act, 42 U.S.C. §§ 300(f) et seq.; the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq.; the Federal Water Pollution Control Act, 33 U.S.C. §§ 1251 et seq.; the Emergency Planning and Community Right-to-Know Act of 1986, 42 U.S.C. §§ 11001 et seq.; the Occupational Safety and Health Act of 1970, 29 U.S.C. §§ 651 et seq. or any similar applicable federal, state or local laws ("Hazardous Materials") into the environment; (b) the use, treatment, storage, disposal, handling, discharging or shipment of Hazardous Material; (c) the regulation of storage tanks; or (d) otherwise relating to pollution or protection of human health, occupational safety and the environment.

12. Condemnation. In the event of condemnation by any public or private authority of any portion of the Premises, this Lease shall continue, and the rent shall not abate unless the condemnation renders the Premises unusable for the conduct of any portion of the Tenant's business as conducted immediately prior to the commencement of the Lease; then, upon Tenant giving written notice of termination to the Landlord, this Lease will terminate. All proceeds of condemnation belong to the Landlord, and the Landlord has the sole right to contest, settle, or litigate condemnation.

13. Force Majeure. Anything to the contrary hereinabove contained notwithstanding, if it shall appear that the Premises hereby leased, or any part thereof, were destroyed, injured, or damaged to any extent whatsoever as a result of fire, natural disaster, actual warfare, whether such war be declared or not, or other force majeure event, and such event renders the Premises unusable for the conduct of any portion of the Tenant's business as conducted immediately prior to the commencement of the Lease, either Landlord or Tenant may upon ten (10) days' notice in writing terminate this Lease. If, any such damage, destruction or injury is as the result of the negligence of Tenant, then, at the option of the Landlord, this Lease may, upon ten (10) days notice in writing by the Landlord to the Tenant, cease and terminate. If it shall appear that such destruction, injury, or damage was the result of the negligence of the Tenant, then there shall be no abatement of rent until after the date of such termination.

14. Bankruptcy, Receivership, Etc. If, any time, during the term of this Lease or any extension or renewal thereof, there shall be filed by or against Tenant in any Court pursuant to any statute, either of the United States or of any reorganization or for the appointment of a receiver or trustee of all or a portion of Tenant's property, and within sixty (60) days thereafter Tenant fails to secure a discharge thereof, or if the Tenant makes an assignment for the benefit of creditors or petitions for or enters into an arrangement, this Lease, at the option of the Landlord, exercised within a reasonable time after notice of the happening of any one or more of such events, may be cancelled and terminated; in which event, neither Tenant nor any person claiming

through or under Tenant by virtue of any statute or of any Order of any Court shall be entitled to possession or to remain in possession of the Demised Premises, but shall forthwith quit and surrender the Premises; and Landlord, in addition to the other rights and remedies Landlord has by virtue of any statute or rule of law, may retain as liquidated damages any rent, security, or deposit of monies received by Landlord from Tenant or others on behalf of Tenant.

In the event of the termination of this Lease, as provided for in this paragraph, Landlord shall forthwith, notwithstanding any other provision of this Lease to the contrary, be entitled to recover from Tenant as and for liquidated damages an amount equal to the rent reserved hereunder for the unexpired portion of the term demised. If such Premises, or any part thereof, be relet by Landlord for the unexpired term of this Lease, the amount of rent reserved upon such reletting shall be deemed to be the fair and reasonable rental value during the term of the reletting.

15. Signs, Etc. by Tenant. The Tenant agrees that it will not place or permit any signs, lights, awnings, or poles in or about said Premises without the permission, in writing, of the Landlord; and in the event that such consent is given, the Tenant agrees to pay any minor privileges or other tax therefor. The Tenant agrees that it will not paint or make any change in or on the outside of said Premises without the written permission of the Landlord.

16. Operation of Premises. The Tenant agrees to keep the sidewalks and curbs in front of said Premises free from snow, ice, dirt, and rubbish, and not to pile any goods on the sidewalk in front of said building or block said sidewalk, and not to do anything that directly or indirectly will take away the access to the Premises from any other tenant of the Landlord or which, in any manner, will obstruct the entrance, halls, or sidewalks of any part of the building of which the Demised Premises is a part.

17. For Sale or Rent Signs. It is agreed between the parties hereto that the Landlord shall have the right to place a "For Sale" or "For Rent" sign on any portion of said Premises for ninety (90) days prior to the termination of this Lease, and to show said Premises to prospective tenants or purchasers.

18. Limitation of Liability. The Landlord shall not be held responsible for and is relieved from all liability by reason of any damage to any person, persons, or property in the Demised Premises, whether belonging to the Tenant or to any other person, from water, rain, snow, gas, or electricity no matter how caused (including from any pipes or plumbing) that may leak into, issue, or flow from any part of the Demised Premises or from the building of which the Demised Premises is a part or from any place or quarter, unless and to the extent such damage is caused by the intentional acts, negligence or willful misconduct of Landlord.

19. Indemnification

19.1. Tenant. The Tenant hereby relieves the Landlord from any and all responsibility, and the Tenant covenants and agrees to assume all liability, including counsel and attorney's fees, in any action for damages which may arise from any kind of injury to person or property in or upon or adjacent to the Premises or that may arise from any cause other than from the intentional acts, negligence or willful misconduct of the Landlord. The Tenant shall

indemnify the Landlord against and save it harmless from any expense, loss, or liability paid, suffered, or incurred, including counsel and attorney's fees, arising out of any breach by the Tenant, Tenant's agents, servants, employees, visitors, or licensees of any covenant or condition of this Lease or arising out of Tenant's use or occupancy of the Demised Premises or arising out of the carelessness, negligence, or improper conduct of Tenant, Tenant's agents, employees, patrons, or licensees.

19.2. Landlord. The Landlord hereby relieves the Tenant from any and all responsibility, and the Landlord covenants and agrees to assume all liability, including counsel and attorney's fees, in any action for damages which may arise from any kind of injury to person or property in or upon or adjacent to the Premises or that may arise from any acts, negligence or willful misconduct of the Landlord. The Landlord shall indemnify the Tenant against and save it harmless from any expense, loss, or liability paid, suffered, or incurred, including counsel and attorney's fees, arising out of any breach by the Landlord, Landlord's agents, servants, employees, visitors, or licensees of any covenant or condition of this Lease or arising out of the carelessness, negligence, or improper conduct of Landlord, Landlord's agents, employees, patrons, or licensees.

20. Liability

20.1. Liability of Tenant for Injury to Premises. The Tenant shall be liable to the Landlord for any injury done to the Premises by itself, its agents, servants, employees, or patrons, whether said injury be caused by negligence, default, or willful act.

20.2. Liability of Landlord for Injury to Premises. The Landlord shall be liable to the Tenant for any injury done to the Premises by itself, its agents, servants, employees, or patrons, whether said injury be caused by negligence, default, or willful act.

21. Liability Insurance by Tenant. Tenant will keep in force at its own expense so long as this Lease remains in effect a policy or policies of public liability insurance with respect to the Demised Premises in companies acceptable to Landlord in form satisfactory to Landlord covering Landlord and Tenant, with minimum limits of \$500,000.00 on account of bodily injuries to or death of one person, and \$1,000,000.00 on account of bodily injuries to or death of more than one person as the result of any one accident or disaster, and property damage insurance with minimum limits of \$100,000.00; and Tenant will further deposit the policy or policies of such insurance or certificates thereof with Landlord. If Tenant shall not comply with its covenants made in this Paragraph 20, Landlord may, at its option, cause insurance as aforesaid to be issued; and in such event, Tenant agrees to pay the premium for such insurance promptly upon Landlord's demand.

22. Fire Insurance by Tenant. Tenant, at its expense, will carry fire extended coverage insurance on the Demised Premises, as well as any additional improvements Tenant may make, to the full one hundred percent (100%) placement value thereof, with the proceeds payable to the Landlord. It is further agreed that all recoveries for loss shall, unless Landlord waives this requirement in writing after said recovery is received, be applied to the repair or restoration of the damage or destruction for which said recoveries are received; and that, if the insurance proceeds received on said policies are not sufficient to restore the damage properly to

the same condition in which the same was prior to the damage thereto, Tenant shall supply the additional cost therefor from its own funds without any claim against the Landlord for reimbursement of the same or for any part thereof. All policies of insurance, pursuant to the provisions of this paragraph or certificates thereof, shall be furnished to and held by the Landlord. Should Tenant fail to carry the aforesaid insurance, Landlord may (but not be required to) cause same to be issued; in which event, all premiums paid by the Landlord shall be due and payable to the Landlord by the Tenant on the date the next installment of rent becomes due under this Lease, and shall be subject to the provisions of this Lease referring to rent and nonpayment thereof.

23. Waiver of Notice. Tenant hereby waives notice to vacate the Premises upon expiration of this Lease (or at the end of the renewal period, if renewed). If the Tenant shall occupy said Premises after such expiration, it is understood that, in the absence of any written agreement to the contrary, said Tenant shall hold said Premises as a Tenant from month-to-month, subject to all of the other terms and conditions of this Lease at the highest monthly rental reserved in this Lease; provided, however, that the Landlord shall, upon such expiration, be entitled to the benefit of all public general or public local laws relating to the speedy recovery of the possession of lands and tenements held over by Tenant that may be now in force or may hereafter be enacted to the same extent as if statutory notice had been given.

24. Remedies Cumulative. It is agreed that for the purpose of any suit brought or based on this Agreement, this Agreement shall be construed to be a divisible contract to the end that successive actions may be maintained on said Agreement as successive periodic sums shall mature under said Agreement, and it is further agreed that failure to include in any suit or action any sum or sums then matured shall not be a bar to the maintenance of any suit or action for the recovery of said sum or sums so omitted, and the Tenant agrees that it will not in any suit or suits brought on this Lease for a matured sum for which judgment has not previously been received, plead, rely on, or urge as bar to said suit or suits, the defense of res adjudicata, former recovery, extinguishment, merger, election of remedies, or other similar defense.

25. Waiver. No assent, expressed or implied, by Landlord to any breach by the Tenant of any of the clauses, provisions, or covenants of this Lease shall be deemed or taken to be a waiver of or assent to any succeeding breach of the same clause or provision or covenant or any preceding or succeeding breach of any other clause, provision, or covenant. No remedy conferred upon Landlord shall be considered exclusive of any other remedy, but shall be in addition to every other remedy available to Landlord under this Lease or as a matter of law. Every remedy herein conferred upon Landlord may be exercised from time to time and as often as the occasion may arise of Landlord deems desirable.

26. Use of Language and Captions. Any word contained in the text of this Lease shall be read as the singular or the plural and as the masculine, feminine, or neuter gender, as may be applicable in the particular context; and any subheadings used herein are for convenience only and for no other purpose. All headings used herein are for convenience only and may not convey or effect the meaning of this Agreement.

27. Successors in Interest. This Lease and the covenants, agreements, conditions, and undertakings herein contained are binding upon and shall inure to the benefit of the

Landlord, its successors and assigns, and shall be binding upon the Tenant, its successors and assigns, and shall inure to the benefit of the Tenant and only such assigns of Tenant to whom the assignment by Tenant has been consented to by Landlord.

28. Complete Agreement. Tenant acknowledges that Landlord and its agents have made no representations or promises with respect to the Demised Premises or the making or entry into this Lease except as herein expressly set forth. This Lease contains all the agreements and representations between the parties. None of the terms of this Lease shall be waived or modified to any extent except by a written instrument signed and delivered by all parties to this Agreement.

29. Waiver of Jury Trial. Landlord and Tenant hereby waive, to the extent such waiver is not prohibited by law, the right to a jury trial in any action, summary proceeding, or legal proceeding between or among the parties hereto or their successors arising out of this Lease or Tenant's occupancy of the Demised Premises or Tenant's rights to occupy the Demised Premises.

30. Governing Law. This Lease shall be interpreted, construed, and enforced under the laws of the State of New York applicable to agreements made and to be performed entirely herein.

31. Counterparts. This Lease may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

32. Notices. All notices, requests consents, and other communications required or permitted to be given hereunder shall be in writing and shall have been deemed to have been given if delivered personally or mailed first class by registered or certified mail, return-receipt requested, as follows (or to such other address as either party may designate in writing to the other in accordance herewith):

IF TO THE LANDLORD:

Sinclair Properties, LLC
10706 Beaver Dan Road
Cockeysville, MD 21030

WITH A COPY TO:

Barry M. Faber, Esquire
General Counsel

Sinclair Broadcast Group, Inc.
10706 Beaver Dam Road
Cockeysville, MD 21030

IF TO THE TENANT:

Bristlecone Broadcasting LLC
2111 University Park Drive
Suite 650
Okemos, Michigan 48864
Attention: Brian Brady
Facsimile: (517) 347-4675

With a copy to:

Brown Rudnick LLP
601 13th Street, NW
Suite 600
Washington, DC 20005
Attention: Fred L. Levy, Esq.
Facsimile: (202) 536-1701

IN WITNESS WHEREOF, the parties hereto affix their hands and seals on the day and year first above written.

(Signatures on the following page)

ATTEST:

LANDLORD:

Sinclair Properties, LLC

By: _____(SEAL)

Name: _____

Title: _____

TENANT:

Bristlecone Broadcasting LLC

By: _____(SEAL)

Name: _____

Title: _____

EXHIBIT A

All that certain plot, piece or parcel of land with the buildings and improvements thereon erected, situate, lying and being in the City of Syracuse, County of Onondaga and State of New York, bounded and described as follows:

Beginning at the intersection of the southerly line of James Street with the easterly line of Oak Street;

Thence southerly along the easterly line of Oak Street, 295.15 feet to the northwest corner of lands deeded by W.R. Cahill and wife to Kate C. Ayling by deed recorded in the Onondaga County Clerk's Office on September 27, 1926 in Book 564 of Deeds at Page 461 etc;

Thence along the north line of premises so conveyed to Kate C. Ayling, 127.44 feet to the northeast corner of lands so conveyed to Kate C. Ayling;

Thence northerly in a line at right angles to James Street, 295.15 feet to the southerly line of James Street;

Thence southwesterly along the southerly line of James Street 127.44 feet to the place of beginning and being part of Farm Lots 230 and 231 in said City of Syracuse.